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**Contract Database Metadata Elements**

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**COLLECTIVE NEGOTIATIONS  
AGREEMENT**

**between**

**THE SUPERINTENDENT OF SCHOOLS OF THE  
ORCHARD PARK CENTRAL SCHOOL DISTRICT**

**And**

**ORCHARD PARK PRINCIPALS ASSOCIATION**

**Begins: July 1, 2009**

**Ends: June 30, 2013**

**NOTICE: IT IS AGREED BY AND BETWEEN  
THE PARTIES THAT ANY PROVISION OF  
THIS AGREEMENT REQUIRING  
LEGISLATIVE ACTION TO PERMIT ITS  
IMPLEMENTATION BY AMENDMENT OF  
LAW OR BY PROVIDING THE ADDITIONAL  
FUNDS THEREFOR, SHALL NOT BECOME  
EFFECTIVE UNTIL THE APPROPRIATE  
LEGISLATIVE BODY HAS GIVEN  
APPROVAL.**

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## **PREAMBLE**

The Board of Education of the Orchard Park Central School District, having recognized the Orchard Park Principals Association as the exclusive representative for the purpose of collective negotiations and the settlement of grievances of employees of the Orchard Park Central School District in the following unit:

**Included:** All existing building administrators, such as principals, house principals, and assistant principals

**Excluded:** All District-wide administrators, administrators assigned to the District's central offices, and all other employees of the District;

The Superintendent of Schools of the District and the Organization now agree to the following:

## **ARTICLE 1. PERTAINING TO THIS AGREEMENT**

### **Section 1.1 Definitions**

- 1.1.1 "District" means the Orchard Park Central School District and applies to all persons and bodies properly authorized to act on behalf of the District.
- 1.1.2 "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.
- 1.1.3 "Superintendent" means the person appointed by the Board to serve on a regular or acting basis as the Superintendent of Schools.
- 1.1.4 "Unit" and "Negotiating Unit" each mean the employer-employee negotiating unit recognized by the Board as set forth in the Preamble of this Agreement.
- 1.1.5 "Organization" means the Orchard Park Principals Association.
- 1.1.6 "Employee" means a person who is serving in a position included in this unit.
- 1.1.7 "Party" means the Superintendent of Schools of the District or the Organization.

- 1.1.8 "Parties" means the Superintendent of Schools of the District and the Organization.
- 1.1.9 "Agreement" means this Agreement, all appendices referred to in this Agreement, and all amendments to this Agreement.
- 1.1.10 "Amendment" means a change in the provisions of this Agreement made during its term by mutual consent of the parties.
- 1.1.11 "Fiscal Year" means the period which begins at 12:01 a.m. on July 1st of each year and ends at midnight on the next following June 30th.
- 1.1.12 "Active payroll" means those employees who are being paid for actually working or for paid time off allowed by this Agreement or who are on leave of absence while being paid Workers' Compensation or disability benefits pursuant to New York State Law. An employee who is on layoff or who is on unpaid absence is not on the active payroll.
- 1.1.13 "Execution date" means the date on which the duly authorized representatives of both parties signed this Agreement but, if the parties' representatives signed on different dates, then it shall be the date on which the last of them signed. In either case, the execution date so determined shall be noted in the space provided therefore under the heading "SUBSCRIPTION" of this Agreement.
- 1.1.14 Giving notice to the District means giving notice in writing to the Superintendent by delivering it to him in person or by sending it to him by postpaid registered or certified mail or telegram addressed to him at the Orchard Park Central School District, Baker Road, Orchard Park, New York 14127.
- 1.1.15 Giving notice to the Organization means giving notice in writing to the President of the Organization by delivering it to him in person or by sending it to him by postpaid registered or certified mail or telegram addressed to him at his home address as shown on the books of the District.

### Section 1.2 Term and Copies

- 1.2.1 Beginning, Ending: The term of this Agreement begins at 12:01 a.m. on July 1, 2009 and ends at midnight on June 30, 2013.
- 1.2.2 Different Dates: Each provision of this Agreement goes into effect when the term of this Agreement begins and goes out of effect when the term of this Agreement ends unless the provision in question expressly states a different beginning or end date in which case such different date shall apply.



- 1.2.3 Copies:** As soon as practicable after the Execution Date, the District shall furnish without charge therefore one copy of the Agreement to each employee and five copies to the Organization's president.

**Section 1.3 Interpretation and Legal Effect**

- 1.3.1 Interpretation Rules:** Except when this Agreement says otherwise the following rules apply in interpreting this Agreement:
- (a) A word used in the masculine gender applies also in the feminine and vice versa.
  - (b) A word used in the singular number applies also in the plural.
  - (c) This Agreement speaks as of the time it is being applied.
  - (d) Each provision in this Agreement is severable from every other provision.
  - (e) Language in this Agreement is construed as strictly against one party as against any other. It is immaterial which party suggested it.
  - (f) Each lettered appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement and is incorporated in this Agreement by this reference.
- 1.3.2 Complete Record of Commitments:** This Agreement constitutes the entire and complete record of the binding commitments between the parties made during the course of negotiations which led to this Agreement. From and after the Execution Date of this Agreement, no other documents shall constitute a binding commitment between the parties unless it is (i) dated on or after such Execution Date and (ii) signed by a duly authorized representative of each party. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the discretion and control of the District.
- 1.3.3 Conflict with Law:** No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law. If this Agreement requires a party or a person to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.
- 1.3.4 Reference to Law:** Any provision of this Agreement which refers to a law, rule or regulation is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this Agreement, it is the

intention of the parties that the provisions of the cited law, rule or regulation shall control. As used in this paragraph 1.3.4, "rule or regulation" does not include a rule or regulation adopted by the District.

#### **Section 1.4 Amendments**

- 1.4.1 Waiver of Negotiations:** During the term of this Agreement, neither party shall have the right to insist upon negotiating any matter whether or not referred to in this Agreement. However, either party may propose an amendment to this Agreement and the other party may or may not agree thereto.
- 1.4.2 Manner of Amendment:** No provision of this Agreement may be deleted, waived or changed, and no provision may be added to this Agreement by implication or by any other means other than a written and dated amendment to this Agreement signed by authorized representatives of each party.

#### **Section 1.5 Negotiation of a Successor Agreement**

- 1.5.1 Notice:** If either party desires to negotiate a successor to this Agreement, it shall notify the other party in writing not later than April 15th of the last fiscal year of this Agreement. Collective negotiations with respect to modification shall begin not later than May 16th of the last fiscal year of this Agreement.
- 1.5.2 Proposal Exchange:** If notice is given pursuant to paragraph 1.5.1 of this Agreement, the party giving such notice must transmit therewith not less than ten (10) copies of its written proposals for changing, adding to, or deleting from the provisions of this Agreement. Not later than the fifteenth (15th) day following receipt of the notice and such proposals, the other party must transmit to the notifying party not less than ten (10) copies of its written proposals for changing, adding to, or deleting from the provisions of this Agreement.
- 1.5.3 Modifications, Counterproposals:** After the exchange of proposals required by paragraph 1.5.2 of this Agreement, either party may modify or withdraw any one or more of its own proposals and may submit counter-proposals with respect to the subject matter of the other party's proposals. Such modifications of proposals and such counterproposals must be reduced to writing by the party making them upon request of the other party.
- 1.5.4 Meetings:** Following the notification being given as required by paragraph 1.5.1 of this Agreement, the parties shall agree upon a first negotiation meeting date, time and place which shall not be later than the date required by paragraph 1.5.1 of this Agreement. At that meeting

and each subsequent meeting, the parties shall set the date for the next collective negotiations meeting, if any, but such date may be changed thereafter by mutual consent of the principal spokesmen for the parties.

- 1.5.5 **Teams:** Each party shall transmit, with the proposals required by paragraph 1.5.2 of this Agreement, the name, address and telephone number(s) of its principal spokesman for collective negotiations and the name of each member of its negotiating team. All correspondence with respect to the negotiations shall be conducted between the principal spokesmen.
- 1.5.6 **Evidence of Tentative Agreement:** Each provision of a new or modified agreement which has been tentatively agreed to by the negotiation teams of both parties, as evidence of such tentative agreement, shall be reduced to writing, dated with the date upon which tentative agreement was reached, and initialed by the principal spokesman of each party.
- 1.5.7 **Extension of Time Limits:** Any time limit specified in this Section 1.5 may be extended by mutual consent of the parties. Neither party shall withhold its consent unreasonably.

## **ARTICLE 2. DISTRICT-ORGANIZATION RELATIONS**

### **Section 2.1 Managerial Rights**

- 2.1.1 **Retention:** The District and the Organization recognize that, subject only to the provisions of this Agreement, the management, direction and control of the District's business, operations and personnel are exclusively the function of the District's Board and Superintendent. It is the intent of the parties that all rights, powers, prerogatives and authorities of the Board and Superintendent are retained by them except to the extent that they are specifically abridged or modified by this Agreement.
- 2.1.2 **Delegation:** Any act which this Agreement requires to be carried out by the Superintendent may be carried out by another person designated by the Board or Superintendent to act in the Superintendent's place.
- 2.1.3 **Assignment of Additional Responsibilities:** The Superintendent of Schools, at his discretion, may assign additional responsibilities to unit members that may include coordination of District programs.

### **Section 2.2 Organization Rights**

- 2.2.1 **Recognition and Cooperation:** The District continues to recognize the Organization as the exclusive representative of the employees in the

negotiating unit for the purpose of collective negotiations and the administration of grievances. Such recognition shall continue for the maximum period permitted by law. The Organization agrees to use all proper methods to secure the fullest cooperation of the employees it represents in attaining their adherence to and faithful performance of the provisions of this Agreement and the provision of the highest standards of service to the community.

- 2.2.2 Dues Deductions:** The District will make deductions for dues of the Organization and its affiliates from paychecks of employees who voluntarily submit to the District's business office a written, signed and dated authorization for such deduction. The authorization shall remain in effect until the employee submits to the District's business office a written, signed and dated revocation thereof. Deductions shall be made in equal installments from the first paycheck in September to the first paycheck in January, inclusive. The total amount of dues to be deducted from each paycheck shall be certified to the District's office in writing by the Organization's president from time to time. The dues so deducted shall be transmitted by the District to the Organization at least monthly. The Organization shall hold the District harmless from any and all claims, demands and liabilities alleged to arise out of the operation of this paragraph 2.2.2.

### **Section 2.3 Work Interruptions**

- 2.3.1 No Strike, etc.:** The Organization, its officers or agents, or the employees, must not call, sponsor, advocate, engage in, or assist in any strike, slowdown, or work stoppage.
- 2.3.2 Disavowal:** If an employee, either singly or in concert with other employees or persons, does or threatens to do any act mentioned in paragraph 2.3.1 of this Agreement, the Organization must, at the District's request:
- (1) give the Superintendent written notice signed by an authorized representative that it has not done or threatened to do any such act and that it disavows such act or threat, and
  - (2) instruct the employees and persons concerned in writing to cease doing such act or threatening to do it and give to the District a copy of such instructions.

### **Section 2.4 Grievance Procedure**

- 2.4.1 Grievance Definition:** The District and the Organization recognize the importance of an orderly, clearly definitive procedure for processing alleged grievances for employees included in the Unit. For the purpose

of this Agreement, a grievance is defined as any claimed violation, misapplication or misinterpretation of an express provision of this Agreement, but a grievance cannot be submitted with respect to any matter (i) referred to in paragraph 2.1.1 of this Agreement, or (ii) any matter which the law requires to be handled by some procedure other than this grievance procedure.

- 2.4.2**     **Grievance Form:** A written grievance must be submitted on the form shown in Appendix A. If any question on the form is not answered with the required information, the District need not consider the grievance.
- 2.4.3**     **Failure to Answer:** Failure at any step of the grievance procedure to communicate a grievance answer to the grievant within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the last day of the specified time period.
- 2.4.4**     **Time Limits:** In all cases of time limits provided in this Section 2.4, the computation of working days shall exclude Saturdays, Sundays, and paid holidays set forth in this Agreement. It is essential that the time limits set forth in this Section 2.4 be strictly adhered to by the parties and the employees. However, the parties may by mutual consent extend any such time limit, provided that any such extension is evidenced by a written memorandum, dated and signed by an authorized representative of each party. Consent to an extension must not be withheld unreasonably by either party.
- 2.4.5**     **Purpose of Grievance Meetings:** The purpose of the meetings required or permitted at Steps One and Two is twofold. The first purpose is to bring out all the facts relevant to the grievance. All persons who have knowledge of such facts are obligated to bring them forth at such meetings. The second purpose is to explore possible settlements of the grievance.
- 2.4.6**     **Representation:** A grievant is entitled to be accompanied at all steps of the grievance procedure by a representative or representatives of his choice. The District may be represented at all steps of the grievance procedure by a representative or representatives of its choice. If either party or any person intends to be represented by an attorney or attorneys at any grievance meeting, that party or person must give sufficient advance notice thereof to the other party and persons to allow them to have counsel present.
- 2.4.7**     **Step One:** To begin the processing of a grievance, the grievant must orally state his grievance to the Superintendent. This must be done not later than the tenth day after the day on which the District's act that is the subject of the grievance took place or on which the grievant first

later than the tenth day after the day on which the District's act that is the subject of the grievance took place or on which the grievant first knew or reasonably should have first known of that act. If an act of the District may be considered to be a "continuing act", then the grievant must submit the grievance on the tenth working day after the day on which the "continuing act" began or on which the grievant first knew or reasonably should have first known that the "continuing act" had begun. A grievance not submitted on or before that tenth working day is barred and the District need not consider it. The Superintendent shall meet and discuss the grievance with the grievant on the day the grievance is submitted or on the first or second working day thereafter. Others who have knowledge of the matter shall also meet with the Superintendent if he so requests. The Superintendent shall give to the grievant the Superintendent's oral answer to the grievance not later than the fourth working day after the day on which the grievance was orally submitted. If the grievant is not satisfied with the Superintendent's oral answer to the grievance, then he shall so notify the Superintendent in writing by filling out all parts of the grievance form, signing it, dating it, and submitting it to the Superintendent's office not later than the fifth working day after the day on which the grievant was given the Superintendent's oral answer. The Superintendent shall give to the grievant the Superintendent's written answer to the grievance not later than the fifth working day after the day in which the Superintendent received the grievance form.

- 2.4.8** Step Two: If the grievant is not satisfied with the Superintendent's written answer, the grievant must so notify the Superintendent in writing not later than the third working day after the day on which the grievant was given the Superintendent's written answer. If the notice is not given on or before that third working day, the grievance is deemed settled by the Step One answer. Not later than the fifth working day after the next regular meeting of the Board which succeeds the day on which the Superintendent received the notice, the Board of Education, or an ad hoc committee thereof, shall meet with the Superintendent and the grievant to discuss the grievance. Others who have knowledge of the matter shall also meet with the Board or its committee if it so requests. The Board shall give to the grievant its written answer to the grievance not later than the tenth working day after the grievance meeting. The Board's answer may be appealed to the Commissioner of Education pursuant to Section 310 of the Education Law.

### **ARTICLE 3. COMPENSATION**

#### **Section 3.1 Salaries**

**3.1.1 Where Set Forth: Each Administrator in the Association at the beginning of the fiscal year (2009-2010, 2010-2011, 2011-2012, 2012-2013) shall have their current base salary increased by one of two possible calculation methods:**

- 1. Either by applying 3.99% to each Association member's current salary to determine each member's salary increase for the upcoming year, or**
- 2. By computing 3.99% of total Association base salary and dividing by the number of current Association members to determine a fixed dollar amount that each member is to receive.**

**The Association shall notify the Assistant Superintendent of Business in writing no less than three weeks (21 calendar days) prior to year-end, if they wish to have the second method (indicated above) used to compute the member's salary increase for the upcoming school year.**

**3.1.2 Longevity Compensation: As longevity compensation, the District will pay each Administrator eligible therefor the amount(s) opposite their years of service to the District. The amounts will be paid on a cumulative basis, but will not compound as a part of a salary schedule. The payments due hereunder will be made on or about the first payroll in July following the date when an administrator completes the required number of years of District service (see by the table below). This longevity compensation program will be effective as of July 1, 2009:**

<u><b>Cumulative Amount</b></u>	
<b>After 4 complete years of District service</b>	<b>\$1,500 / year</b>
<b>After 9 complete years of District service</b>	<b>\$2,000 / year</b>
<b>After 14 complete years of District service</b>	<b>\$2,500 / year</b>
<b>After 19 complete years of District service</b>	<b>\$3,250 / year</b>
<b>After 24 complete years of District service</b>	<b>\$4,000 / year</b>

**Note: In future, payments are to be based upon service as a principal, assistant principal, or House Principal (service as an OPTA association member or student employment would not count – except for grandfathered OPPA association members, who are those currently receiving longevity payments). No retroactive payments are to be made because of the 2009-2013 changes to the longevity schedule.**

**Section 3.2 Health Coverage, In-Lieu, Life Insurance, and Flex Plan**

**3.2.1 Health Coverage: The District shall continue to make available to Association members:**

**(1) Single or family coverage, as the circumstances of the Association member warrant.**

**(2) The designated carrier initially will be Blue Cross and Blue Shield (BCBS) and the base plan will be BCBS Point of Service (POS). The POS plan will include a \$15 office visit co-pay, a three tier Rx co-pay structure of \$7/\$25/\$40, zero co-pay for children doctor visits, inpatient hospitalization covered in full, one co-pay for a ninety day supply of mail order Rx, a \$250 lifestyle benefit, 25/25 dependent/student coverage, and guest membership benefits. The District will pay 100% of the monthly premiums for this plan.**

**Association members may enroll in the BCBS Traditional Plan or the BCBS Preferred Provider Organization (PPO) Plan selected by the District, provided the Association member pays the difference in premium costs between the above BCBS POS Plan and the said Traditional or PPO Plan.**

**The District will have the option of providing equal or better coverage than that specified above through another carrier(s). The District shall be responsible for keeping health insurance in force; and to pay the monthly premium for the applicable coverage while the Association member is on the District's active payroll and in accordance with the terms of this contract.**

**3.2.2 Annual Review: All the foregoing will be subject to review annually by a committee designated by the parties for the purpose of determining whether any changes to carrier or benefits may be appropriate, subject to the approval of both parties.**

**3.2.3 Members with Spouse Employed: The District shall continue to make available to each employee the foregoing health insurance plans with the following restrictions:**

**(1) Unit members with a spouse employed full-time by the**



District and having no dependents, the District shall provide two (2) single plans.

- (2) Unit members with a spouse employed full-time by the District and having dependents, the District shall provide one (1) family plan.

- 3.2.4 In-Lieu Benefit:** The District will reimburse administrators who choose not to have the coverage under the plan described above. Such reimbursement shall be in the amount of \$1250 per year. Reimbursement will be made in one check in November. A disclosure form and request for payment must be submitted by September 15 for the November payment. Insurance will be stopped on November 1<sup>st</sup>. (Appendix B) Such in-lieu payment shall apply only to those administrators who are eligible for an in-lieu payment on July 1, 1998. Any employee new to the bargaining unit on or after July 1, 1998 shall not be eligible for the \$1250 in-lieu payment. Such in-lieu payment shall pertain only to members of the unit who have a spouse employed full-time by the District who is eligible for health insurance coverage. For those members of the bargaining unit who have a spouse eligible for health insurance coverage through an employer other than the District, who choose not to receive coverage under the plans described above, the in-lieu payment shall be \$2500, paid in the same manner as set forth in this provision. Should the spouse lose coverage for any reason, or be provided diminished medical coverage, the employee may once again receive coverage through the District. Both current and new members of the unit are eligible for the \$2500 in-lieu payment.
- 3.2.5 Equal or Better Coverage:** The District shall have the option of providing equal or better coverage through another carrier or carriers or by self-insurance. The operation of the health insurance coverage referred to herein shall be governed in every respect by the regulations of the carrier and the provisions of the subscriber's contract. The District's sole responsibilities with respect to the operation of such coverage shall be to: (i) keep the insurance or self-insurance in force, (ii) provide necessary data on reasonable request, and (iii) pay the monthly premium for each eligible employee who has chosen such coverage while the employee is on the active payroll.
- 3.2.6 Flexible Benefits (105h):** The Organization shall maintain an independent and separate account for the purpose of providing certain other benefits. The District shall forward to the Organization a total amount equivalent to \$4,200 per administrator (for administrators eligible for single coverage) or \$4,358 per administrator (for administrators eligible for family coverage) effective July 1 of each year of this Agreement. Amounts from such account may be used as

follows: a) Dental/Optometric expenses; b) Other health related expenses; c) Premiums for income disability plans; d) Professional Growth and dues; e) Allowable business expenses; The amounts to be so expended shall be at the discretion of the administrator, but shall not exceed the per administrator amount plus any amount previously accumulated.

- 3.2.7 Life Insurance:** The District shall purchase a life insurance plan for each employee of the Organization in the amount of \$100,000 per employee.

### **Section 3.3 Other Compensation Matters**

- 3.3.1 Conferences:** When an employee attends a conference with the approval of the Superintendent, he shall be reimbursed for expenses approved by the Superintendent. He shall suffer no loss in pay while attending the conference.
- 3.3.2 Mileage Rate:** If an employee, with the approval of the Superintendent, used his personal automobile while traveling on District business, he will be reimbursed for such travel at the rate established by the Internal Revenue Service.
- 3.3.3 Loss or Damage to Clothing:** An employee shall be reimbursed for loss or damage to his clothing or other items of wearing apparel resulting from action which occurred while the employee was engaged in the proper exercise of his responsibilities while in the employment of the District. Such reimbursement shall not exceed \$500.00 per incident and shall be made on presentation of (a) appropriate evidence of the cost of repair or replacement and (b) the employee's written waiver of all further claims against the District for such loss or damage.
- 3.3.4 Graduate Course Reimbursement:** Effective July 1, 2005, the District shall reimburse an employee for his/her annual expenses upon presentation of satisfactory evidence of completion of up to six (6) hours of graduate course work. Such reimbursement is limited to tuition and textbooks upon provision to the District of satisfactory proof of such expenses. Provided that the District approves the taking of more than six (6) hours of graduate or in-service work by an employee, it will similarly reimburse the employee for his/her tuition and textbook expenses.
- 3.3.5 Payment of Professional Dues:** Each administrator shall be entitled to the amount of \$850 annually to pay professional dues or for professional growth. Up to 100% of this amount may be used to pay SAANYS dues.

- 3.3.6 Tenure Stipend:** Any member of the Association who receives tenure on or after January 1, 2009 shall receive a one time, on base stipend of \$1,000.
- 3.3.7 Snow Day Reporting:** Principals may be requested to report for up to 3 hours on snow days, assuming safe travel conditions and no extenuating child care needs for the Principals. The determination of whether the Principal is able to report shall be left to the Principal's professional judgment.
- 3.3.8 Mentoring:** The district will provide a twelve month Mentor Program for new Association members. All current probationary members (other than the current probationary High School Principal) are eligible, provided they believe a sufficient need exists.
- a. The program will include mentor compensation of \$1,200 for each full year mentoring experience.
  - b. Mentor experiences less than 12 months to be prorated (resignations – terminations).
  - c. Association leadership will determine the appropriate Association member to serve as a Mentor.
  - d. The content or framework of the mentor experience, to be developed as a special project approved through sub-cab and paid at \$30 per hour. Note: the parties will negotiate as necessary to address any changes required by statute or regulation.

#### **ARTICLE 4. PAID TIME OFF**

##### **Section 4.1 Vacation, Holidays, and Retirement 403(B)**

- 4.1.1 Vacation:** During each fiscal year, except during the first fiscal year in which an employee works for the District, each twelve month employee shall be entitled to twenty (20) work days off without loss of pay as vacation. During the first fiscal year, such an employee shall receive a portion of twenty (20) work days off equal to the portion of 12 months which remains in that fiscal year following his first day of work. Employees with 15 years service to the District will be entitled to twenty-five (25) work days vacation.

Administrators requesting vacation days when school is in session must do so in writing prior to the use of such vacation. Vacation during

any time that school is in session shall be taken only at a time mutually agreed upon between the Superintendent and the Administrator. Administrators requesting vacation days off when school is not in session must notify the Superintendent prior to the use of such vacation time.

**Vacation Accrual:** Administrators shall be entitled to accrue all vacation days not used before June 30 of each fiscal year to a maximum of ninety-five (95) days.

**Retirement 403(B):** Administrators who participate in the District health insurance plan prior to retirement shall have the monetary value of up to ninety-five (95) days of accrued vacation (calculated at the administrator's regular daily rate (i.e., 1/200<sup>th</sup>)) placed in the Association 105-h Health Reimbursement Fund. Administrators who do not participate in the District health insurance plan at least 30 days prior to retirement shall have the monetary value of their accrued vacation, calculated as above, placed in a non-elective 403-b account with the Metropolitan Life Insurance Policy, or other provider satisfactory to the parties. The Association will provide the District with a copy of the 403-b Plan document for approval prior to the implementation of this provision.

**4.1.2 Holidays:** An employee shall have off, without loss of pay, each of the following holidays which falls during his regular work schedule:

- (a) Independence Day
- (b) Labor Day
- (c) Columbus Day
- (d) Veterans Day
- (e) Thanksgiving Day
- (f) Day after Thanksgiving Day
- (g) Day before Christmas Day
- (h) Christmas Day
- (i) Martin Luther King Day
- (j) Presidents' Day
- (k) New Year's Day
- (l) Good Friday
- (m) Memorial Day

#### Section 4.2 Sick Leave

**4.2.1 Number and Uses:** Effective July 1, 2005, on the first day of each fiscal year, each employee shall be credited with twenty (20) sick leave days. Unused sick leave days may be accumulated and carried forward into succeeding years, but not to exceed a maximum of 265 days. An

employee may use his sick leave days for the purposes and upon the conditions stated in the succeeding paragraphs of this Section 4.2.

- 4.2.2 Injury or Illness:** An employee may use sick leave days when he is unable to work because he has sustained an injury or he is ill.
- 4.2.3 Family Illness or Injury:** An employee may use his sick leave days when he needs to be absent to care for a member of his immediate family who is ill or injured. As used in this paragraph 4.2.3, immediate family includes only the employee's spouse, child, parent, brother, sister, grandchild, grandparent, parent-in-law, or another relative who resides permanently in the employee's household. An employee may not use more than seven sick leave days for this purpose in any fiscal year.
- 4.2.4 Bereavement:** An employee may use five sick leave days per occasion for the purpose of attending the funeral of a member of his family and for the purpose of taking care of related matters. For the purposes of this paragraph 4.2.4 immediate family includes only the employee's spouse, child, parent, parent-in-law, brother, sister, grandparent, and grandchild or other person for whom the employee can prove to the satisfaction of the Superintendent direct responsibility.
- 4.2.5 Personal:** An employee may use up to five (5) sick leave days in one fiscal year for: (i) personal business which cannot be conducted outside of school hours or on days when school is not in session, or (ii) matters of an emergency nature, or (iii) religious observance to the extent necessary to make a reasonable accommodation to the employee's religious beliefs. Each employee may take these personal days with full pay.
- (a) the employee shall give the Superintendent at least one day's notice of the need to use a sick leave day for one of these purposes, but the notice requirement need not be met when the purpose for the leave is an emergency in which case the employee shall give the Superintendent as much notice as is reasonable under the circumstances.
- 4.2.6 Worker's Compensation:** When an employee is absent from work on days for which he is receiving Workers' Compensation Benefits, he may use sick leave days provided that, when he receives the Workers' Compensation award, he shall assign to the District so much thereof as represents lost wages.
- 4.2.7 Pregnancy:** An employee may use sick leave days when she is disabled from working because of pregnancy or the post-partum effects thereof.

**4.2.8 Retirement:**

**(a) Twenty Years:** Any employee eligible to retire in accordance with the regulations of the New York State Teachers Retirement System ("NYSTRS") or the New York State Employees Retirement System ("NYSERS"), who has been employed by the District a minimum of twenty (20) years, who provides written notification of his/her retirement to the Superintendent five (5) months prior to retirement and who has accumulated 200 sick leave days at retirement shall be entitled to the following:

- (1)** Forty-five hundred dollars (\$4,500) per year for life (family coverage) or twenty-three hundred dollars (\$2,300) for life (single coverage) to be applied to the payment of health costs incurred at the option of the employee. An employee's surviving spouse shall receive twenty-three hundred dollars (\$2,300) per year for life to be applied to the payment of health insurance premiums or any other health costs incurred.
- (2)** The above amounts are to be prorated on the basis of a maximum of 200 accumulated sick leave days at retirement.

(e.g., 200 days = \$4,500; 100 days = \$2,250).

**(b) Fifteen Years:** Any employee eligible to retire in accordance with the regulations of the NYSTRS or the NYSERS, who has been employed by the District a minimum of fifteen (15) years and provides written notification of his/her retirement to the Superintendent five months prior to retirement and who has accumulated 200 sick days at retirement, shall be entitled to the following:

- (1)** Four thousand dollars (\$4,000) per year for life (family coverage) or two thousand dollars (\$2,000) for life (single coverage) shall be applied to the payment of health costs incurred at the option of the employee. A surviving spouse shall receive two thousand dollars (\$2,000) per year for life to be applied to the payment of health insurance premiums or any other health costs incurred.
- (2)** The foregoing dollar amounts will be prorated on the basis of a maximum of 200 accumulated sick days at retirement.

(e.g., 200 days = \$4,000; 100 days = \$2,000).

**(c) 105(H):** All monies realized under the foregoing provisions shall be

placed in the Association's 105-h Health Reimbursement Fund for the individuals indicated, and shall be utilized for the purpose of paying health insurance premiums. In the event an individual chooses to utilize these funds for other health costs, the individual must submit an appropriate bill to the Association for payment/reimbursement.

- 4.2.9 Sick Bank:** A Sick Leave Bank shall be maintained from year to year by District and volunteer deductions from accumulated sick leave credited to the Bank. Each administrator may contribute a maximum of five (5) days per year to the Bank, from accumulated sick leave.

An administrator who is not able to work because of a prolonged illness or injury and who has exhausted all other sick leave and vacation days may make application to the Bank for the use of days after a three (3) day waiting period.

A total number of days in the Bank at the start of a school year, including new days credited may not exceed 270 days.

The Sick Bank Committee shall consist of two (2) Association representatives and the Superintendent's designee. The Committee shall decide on the number of days that any one administrator may be eligible to use. The Committee may request statements from the administrators physician. Decisions of the Committee shall be by majority vote.

#### **Section 4.3 Other Paid Time Off**

- 4.3.1 Jury:** An employee who is required to serve on a jury shall be allowed to do so without loss of pay provided that he meets each of the following conditions:
- (a) He notifies the Superintendent not later than the first work day after the day he receives the summons to jury duty.
  - (b) He cooperates with the District in seeking to have such duty delayed to a time more convenient to the District.
  - (c) He reports for duty on any days or parts of days during which he is not actually required to serve.
- 4.3.2 Authorized Leave:** The District may authorize other leave, with or without pay, to an employee who has exhausted his sick leave days.
- 4.3.3 Participation on Committee:** Each administrator will be entitled to

receive an additional five (5) days salary, calculated at his/her regular daily rate (i.e., 1/200<sup>th</sup>) for participation (without regard to the number of days involved) on the various committees to which he/she is assigned, including but not limited to:

- APPR
- Central Council PTO
- Curriculum
- Early Literacy Profile
- Facilities
- Labor Management
- Mentoring
- Professional Development
- Safety
- Shared Decision Making
- Special Education
- Sub-cabinet
- Technology
- Testing

#### **ARTICLE 5. MISCELLANEOUS**

- 5.1 Personnel File:** An employee shall have access during regular central office business hours to a personnel file maintained in the central office concerning his employment with the District. He shall be permitted to review the entire contents of that file except for confidential reference materials. He shall have the right to be accompanied during such review by a representative of the Organization. Such review shall be conducted in the presence of the Superintendent or his designee. Upon each such review, the employee and the organization representative, if any, shall sign a log showing the date the review was conducted. The employee shall have the right to have any document in the file reproduced for the standard charge made by the District for reproduction. The employee (and the Organization representative present, if any) shall date and initial each document in the file during the course of his review. The employee shall have the right to submit a statement in rebuttal to any document in his file provided that the rebuttal statement is signed by the employee, is dated with the date the employee offers it for submission to the file, and clearly identifies the document intended to be rebutted. When such a rebuttal statement is submitted, it will be placed in the file attached to the document intended to be rebutted.
- 5.2 Work Away From Site:** At times it may be desirable or necessary for administrators to perform functions of their position away from school facilities. Thus administrators may schedule their work during school recesses according to the responsibilities to be fulfilled. As such, the administrator should request approval from the Superintendent for the



use of such days. An administrator who intends to work away from school facilities during a normal work day while school is in recess, will notify the Superintendent, if possible, one (1) day prior to working off-campus.

- 5.3 **Administrative Leadership Team:** The parties recognize the importance of the study, research and discussion of current and future problems. The District and the Association agree to establish an Administrative Leadership Team (ALT) to study and explore situations and make recommendations to the parties during the life of this Agreement. The structure and operation of the ALT will be established by a joint District/Association Committee.
- 5.4 **Nonresident Children of Member:** The nonresident children of any administrator whose siblings currently attend the District's schools on a tuition-free basis also will be permitted to attend the District's schools on the same tuition-free basis.

#### SUBSCRIPTION

In witness of all of the foregoing, the Superintendent and the President of the Organization have signed their names below.

ORCHARD PARK CENTRAL  
SCHOOL DISTRICT

By Joan D. Thomas  
Joan D. Thomas  
Superintendent of Schools

ORCHARD PARK PRINCIPALS  
PRINCIPALS ASSOCIATION

By Lisa M. Krueger  
Lisa Krueger, President  
OPPA

EXECUTION DATE: FEBRUARY 6, 2009

## APPENDIX A

## GRIEVANCE FORM

To: Superintendent of Schools

From: \_\_\_\_\_

Title: \_\_\_\_\_

Regarding the grievance which I stated to you orally on (date) \_\_\_\_\_, and which we discussed on (date) \_\_\_\_\_, I believe the District violated paragraph(s) \_\_\_\_\_ of the current District-Organization Agreement by (describe briefly the District action involved):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

That action took place on (date) \_\_\_\_\_

I request that the District remedy this situation by taking the following corrective action:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Grievant's Signature \_\_\_\_\_

Date \_\_\_\_\_

Date received in Superintendent's Office \_\_\_\_\_

## ORCHARD PARK CENTRAL SCHOOL DISTRICT

## Insurance Information Form

Employee Name: \_\_\_\_\_

1. I desire the following coverage through the Orchard Park Central School District:

- ☐ NONE  
☐ INDIVIDUAL  
☐ FAMILY

2. Marital Status: ☐ Single ☐ Married

3. Spouse's name and birth date: \_\_\_\_\_

4. Names and birthdates of dependent children:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. NEW EMPLOYEES – IMMEDIATE PRIOR INSURANCE GROUP AND NUMBER: \_\_\_\_\_

\*\*\*\*\*

I certify that I have adequate medical insurance in-lieu of that offered by the Orchard Park Central School District.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

The above status and information will remain in force unless the District is notified of any changes. It is the employee's responsibility to make timely notification of any changes.